

# **Tapawingo Park and the Riverside Skating Center Community Room Scheduling Information**

(Approved by the West Lafayette Board of Parks and Recreation, September 20, 2010)

The City of West Lafayette and the West Lafayette Board of Parks and Recreation ("Board") welcome the public use of Tapawingo Park ("Park") and the Riverside Skating Center Community Room ("Community Room"). The Park and Community Room provide attractive facilities for events that provide cultural enrichment and enhance the quality of life.

The Park and Community Room may be reserved for use by responsible organizations, groups, and individuals ("User"). Applications for reserved use of Park and/or Community Room need to be made by submitting the Agreement for the Use of Tapawingo Park and/or the Riverside Skating Center Community Room ("Agreement") at the end of this scheduling information to:

Morton Community Center  
West Lafayette Parks and Recreation  
222 North Chauncey Avenue  
West Lafayette, IN 47906  
Phone: (765) 775-5120, FAX: (765) 775-5123

## **Rules and Regulations:**

The following rules and regulations apply to the use of Park and/or Community Room. By signing the Agreement to apply for reserved use of Park and/or Community Room, User agrees to abide by these rules and regulations and will be responsible for everyone attending the designated event. Please read the rules and regulations carefully.

## **Event Scheduling:**

All scheduling requests are processed as received, with priority given to government sponsored events. Park cannot be closed to the public for any function without prior approval from Board. Reservations should be made as early as possible and at least two weeks prior to a planned event. Scheduling for

the next calendar year begins on November 1<sup>st</sup> of the preceding year. Scheduling is not transferable to another group. User must be present for the event.

**Use Fees:**

Park (includes the band shell shelter): \$100 (plus tax) per five-hour time period and \$20 (plus tax) per hour for each additional hour.

Community Room: \$50 (plus tax) per two-hour time period and \$25 (plus tax) per hour for each additional hour.

User may not occupy or use Park and/or Community Room until Use Fees have been paid. Board may terminate this agreement without notice to User if Board fails to receive payment of Use Fees and the certificate of insurance.

Board may terminate this agreement at any time upon oral or written notice to User if, in the sole judgment of the Board, Park and/or Community Room become unsuitable for the purpose stated or if in Board's sole judgment the occupation and use of Park and/or Community Room by User will conflict with Board purposes.

All checks for Use Fees should be made out to the City of West Lafayette and mailed or delivered with the Agreement applying for the reserved use to Morton Community Center, 222 North Chauncey Avenue, West Lafayette, IN 47906.

A waiver of Use Fees may be requested for communitywide events indicating Board as a cosponsor.

**User Access:**

To hold a reserved date, Use Fees and the certificate of insurance must be provided within two weeks of approval of the Agreement. Board will then assure that Park and/or Community Room will be open and made available at the time specified on the approved Agreement.

Board may access and use Park and/or Community Room at all times for all purposes. In order that Board maintenance personnel may provide prompt and direct service in Park when needed during an event requiring an admission fee, one event entry pass must be provided one week in advance to Board and one parking spot must be provided for Board in or adjacent to Park during the event.

### **Deliveries and Motorized Equipment Use:**

All deliveries to Park and/or Community Room are to be made to the Park parking lot or to the parking areas along the park on the south side of Brown Street. Items can be moved to locations using the asphalt trails or the turf areas, as appropriate. Motorized equipment is not to be used on the Riverside Skating Center concrete plaza, walkways, or skating rink surface.

### **Alcoholic Drinks:**

The sale, distribution, and possession of alcoholic drinks are not permitted in Park and/or Community Room without prior approval from Board.

### **Restroom Facilities Availability:**

One restroom each for men and women may be provided in Riverside Skating Center. The restrooms will be made available for User of Community Room and may be made available for User of Park upon request. User of Park for a communitywide event must provide port-a-johns if the event is anticipated to last more than two hours. Port-a-johns must be placed within closed street right-of-way or on Park parking lot. Port-a-johns are not to be placed near the Margerum Fountain. Port-a-johns are to be provided based on the following:

Events serving alcoholic drinks:

1 port-a-john for each 75 attendees

Events not serving alcoholic drinks:

1 port-a-john for each 125 attendees

Events not serving any refreshments:

1 port-a-john for each 200 attendees

For any event, 1 handicap accessible port-a-john must be made available for each 200 attendees or part thereof.

### **User Responsibility for Facilities:**

Riverside Skating Center, including Community Room, is a smoke free facility.

Set-up and take-down: User is responsible for setting up and taking down any tables, chairs, equipment, or other items or supplies used to conduct an event.

No provision will be made for the storage of tables, chairs, equipment, or other items or supplies required for an event.

Decorations, posters, and signs: User may place decorations, posters, or signs on Community Room window ledges. User may also tape posters, signs, or decorations to Community Room windows (inside or outside), but the tape must be completely removed during clean-up. Do not put any kind of tape, nails, or poster putty on or into Community Room walls. User must remove all decorations, posters, or signs during clean-up.

User may not paint any walls or fences in Park and/or Community Room. User shall not bring upon or allow to be brought upon Park and/or Community Room any article or thing of a dangerous, flammable, or explosive character. User may not build anything in Park and/or Community Room and may not affix anything to walls or fences in Park unless it can be removed without leaving a residue or otherwise damaging the Property. User and User's guests, invitees, or licensees may not injure Park and/or Community Room. The cost of repair of any damages to Park and/or Community Room caused by User and User's guests, invitees, or licensees must be reimbursed to Board by User. User and User's guests, invitees, or licensees may not be disorderly or commit any nuisance in Park and/or Community Room in any way that interferes with the exercise by other users of Park the privileges that Board may give them. User agrees to abide by written rules that apply to Park and/or Community Room and to cooperate with Board in the enforcement of such rules. Board may eject any person from Park and/or Community Room who is disorderly or not abiding by the rules and regulations and may refuse future admittance to such person.

Clean-up: User is responsible for the removal of all trash and the clean-up of Park and/or Community Room, leaving them in the same or better condition as before the event. Do not pour anything except water into any drain. Parks and Recreation Department staff will remove trash from the trash receptacles in Community Room. If proper clean-up does not occur, User will be responsible for paying for any clean-up costs (including the clean-up of any paint, grease, or stains on any surfaces) incurred to return Park and/or Community Room to the same condition as before the event.

User shall remove all temporary structures, fixtures, shelters, attachments, equipment, and other things permitted to be placed by User or the employees, agents, guests, invitees, or licensees of User in Park and/or Community Room,

and if User shall fail to do so, Board shall have the right to remove the same at User's expense, the amount of which expense User shall pay to the Board on demand. Any items not removed by the User by the specified event ending time and date become the property of Board, and User will have no further right to possess or be compensated for them unless Board agrees otherwise in writing.

### **Insurance Requirements:**

The following insurance requirements are provided by MBAH Insurance, on behalf of Board and the City of West Lafayette.

#### Commercial General Liability (Occurrence Form):

|  |             |
|--|-------------|
| Each Occurrence  | \$1,000,000 |
| Products/Completed Operations Aggregate                | \$2,000,000 |
| General Aggregate (other than Prod/Comp Ops Liability) | \$2,000,000 |
| Personal & Advertising Injury Liability                | \$1,000,000 |

- Name Board and the City of West Lafayette as an Additional Insured.
- Coverage shall be subject to a per project or vendor general aggregate provision naming all jobs performed by subcontractor if applicable.
- The insurance will be considered Primary and Noncontributory in relation to any other applicable coverage.
- Include Waiver of Subrogation in favor of Board and the City of West Lafayette

#### Automobile Liability:

|                       |             |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

- Name Board and the City of West Lafayette as an Additional Insured.
- If subcontractor at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage.
- Include Hired and Non-Owned auto liability coverage
- Include Waiver of Subrogation in favor of Board and the City of West Lafayette

Workers Compensation and Employer's Liability:

|                           |                         |
|---------------------------|-------------------------|
| Workers Compensation      | State Statutory Limits  |
| Employer's Liability      |                         |
| Bodily Injury by Accident | \$100,000 Each Accident |
| Bodily Injury by Disease  | \$500,000 Policy Limit  |
| Bodily Injury by Disease  | \$100,000 Each Employee |

- Include Waiver of Subrogation in favor of Board and the City of West Lafayette

Umbrella Liability:

|                               |             |
|-------------------------------|-------------|
| Each Occurrence and Aggregate | \$1,000,000 |
|-------------------------------|-------------|

All coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

Additional Insured must be listed using the following language:

\_\_\_\_\_, its subsidiaries, affiliates, directors, officers, and employees as Additional Insureds for all liability arising out of the operations by or on behalf of the named insured in the performance of the agreement.

Questions about Insurance Requirements may be directed to MBAH, attention of John Willis at [jwillis@mbah.com](mailto:jwillis@mbah.com) or 765-423-5421.

**Additional Facilities Information:**

Questions about Additional Facilities Information may be directed to West Lafayette Parks and Recreation, attention of Lee Booth at [lbooth@westlafayette.in.gov](mailto:lbooth@westlafayette.in.gov) or 765-775-5125.

**In Case of Emergency:**

In case of emergency, contact the West Lafayette Police Department or West Lafayette Fire Department by dialing 911 on a cell phone and be sure to indicate the location of the emergency.

# Agreement

## For the Use of Tapawingo Park and/or the Riverside Skating Center Community Room

*User Information (please attach maps and additional description as needed):*

Event Description: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_ to: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Planned attendance: \_\_\_\_\_

The event will use: Park: \_\_\_\_\_ and/or Community Room: \_\_\_\_\_

Will alcoholic drinks be served? Yes \_\_\_\_\_ No \_\_\_\_\_

User does not have any interest or estate of any kind or extent whatsoever in Park and/or Community Room by virtue of Board approval of this Agreement or User's occupancy or use under this Agreement.

Indemnification and release: I understand that participation in activities and programs sponsored by the West Lafayette Parks and Recreation Department (the "Activities") is available at my discretion, and that I am not compelled in any

way to participate in any Activities. I understand that participation in the Activities involves a degree of risk of injury and even death and that I am voluntarily participating in the Activities and using equipment and machinery with knowledge of the dangers involved.

In consideration of being allowed to participate in the Activities, I, for myself and my heirs, representatives and assigns, hereby release and forever discharge, and agree to indemnify and hold harmless, the City of West Lafayette, the West Lafayette Parks and Recreation Department, and their Boards, officers, agents, employees, and representatives and any person or entity acting on their behalf, from any and all responsibility or liability (including attorney fees) for injuries, damages or death resulting from or arising out of my participation in any Activities or my use of equipment or machinery in connection with such Activities.

User:

By: \_\_\_\_\_  
(printed name) (signature) (date)

Board Approval:

By: \_\_\_\_\_  
(signature) (date)

Date and Amount of Rental Fee Received: \_\_\_\_\_

Date Certificate of Insurance Received: \_\_\_\_\_

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